



CITY OF SNOHOMISH
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**SPECIAL EVENT PERMIT AND CONTRACT
BETWEEN CITY OF SNOHOMISH, WASHINGTON AND
KLA HA YA FESTIVAL
July 14-16, 2023**

The following is an agreement between the City of Snohomish (herein referred to as the “City”), and the **Kla Ha Ya Days Festival, a Washington Nonprofit Corporation** (herein referred to as the “Festival”) permitting the Kla Ha Ya Festival Special Event in the City of Snohomish.

WHEREAS, the City finds that the application for special event and compliance with this contract meets the requirement of City Code, including but not limited to SMC Chapter 5.10 relating to Special Event Permits and Contracts; and

WHEREAS, the Kla Ha Ya Festival has operated over 100 years and proposes to do so again in July 2023; and

WHEREAS, the City Council finds that the Kla Ha Ya Festival provides distinct benefits to the City including economic development, a recreational resource to the citizens, and promotes tourism to the community; and

WHEREAS, the City Council finds that the considerations the City provides are more than adequately recompensed by the promises of the Kla Ha Ya Festival and the public benefit to be derived from this agreement; **NOW, THEREFORE**,

1. Responsibilities of the City

1.1 City Facilities

(a) On Saturday through Sunday, July 15-16, 2023, the City shall provide use of the following streets for the noted times:

Saturday, July 15, 2023

- **Kla Ha Ya Days Parade**
 - Use of the following roadways between 6 a.m. and 1 p.m. (a hard close begins at 8 a.m. and remains in place until barricades are removed):
 - First Street from Second Street (between Aves J and I) to Lincoln Ave
 - Union Ave from First Street to the southern driveway into City Hall
 - Glen Ave at Union Ave and Pearl St
 - Cedar Ave from First Street to Rainier Street
 - Pearl Street from Glen Ave to the northeastern entrance of the Snohomish Carnegie Building Parking Lot
 - The First Street and Union Ave closures may re-open after 1 p.m. or when all roadways are cleared of pedestrians, and it is determined by the Traffic Control Supervisor that it is safe to do so
- **Kla Ha Days Festival**
 - Closures at Glen, Pearl and Cedar will remain in place for the vendor fair and events until 8 p.m. or when all roadways are cleared of pedestrians, and it is determined by the Traffic Control Supervisor that it is safe to do so

Sunday, July 16, 2023, 7 a.m. through 4 p.m.

- Show and Shine Car Show
 - Use of the following roadways between 6 a.m. and 3 p.m. (a soft close at 6 a.m. and a hard close begins at 9 a.m. and remains in place until barricades are removed):
 - First Street at Avenue D to Union Ave
 - Avenue C from First Street to Second Street
 - Avenue B from First Street to Second Street
 - Avenue A from First Street to Second Street
 - Union Ave from First Street to the southern driveway into City Hall
 - Glen Ave at Union Ave to Pearl St
 - Cedar Ave from First Street to Rainier Street
 - Pearl Street from Glen Ave to the northeastern entrance of the Snohomish Carnegie Building Parking Lot

(b) The use of all streets listed above will be used by the Festival from *curb to curb* for vendor booths, fun runs, parade, competitions, street fair, staged music, car and motorcycle show within the road closure area. The use of the sidewalk shall continue to be used by the City for pedestrian and business access and egress to all storefronts and residences.

1.2 Facilities/Inspection

All use and configuration of structures, booths, and other permanent or temporary facilities used in the event shall be limited to the curb-to-curb portion of the right-of-way as permitted, inspected, and reviewed as needed by the City Building/Fire Official. Prior to the event the parties agree to determine that the facilities in use comply with the provisions of State and local law, as well as to ensure that no lasting or permanent damage shall be done to any public facility or property or abutting private properties. During the term of the event, inspections by the City Building/Fire Official may be required as needed. All private and public property utilized for the event shall be initially inspected by City Building/Fire Official. The inspector(s) shall note all potential problems and shall require the Festival to correct them. Prior to the opening of each Festival event, the Festival shall correct all problems or shall remove facilities if they fail to meet requirements. *Problems or facilities that require additional inspection after the opening of each Festival event will incur a special event inspection fee of \$50 per hour for Building/Fire Official, as set by resolution.* The City in accordance with lawful authority under statute or ordinance may use its discretion to cancel such event or to prohibit the attendance of the general public in certain areas where there appears to be a threat to life, health or property.

1.3 No Parking signs

The City will appropriately sign the Snohomish Carnegie Building parking lot 72 hours in advance as being closed on the days that the Festival is in operation.

1.4 Electrical power and water sources

The Festival has use of the outside power outlet and the outside water spigot at the Snohomish Carnegie Building. There will be no separate charge for the power or water.

2. Festival Responsibilities

2.1 The Festival shall provide a Certificate of Insurance with Endorsement to the City Clerk no later than **Friday, June 30, 2023**, evidencing commercial general liability insurance written on an occurrence basis with

limits of no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. City shall be named as an additional insured on the Commercial General Liability insurance policy and a copy of the endorsement naming City as additional insured shall be attached to the Certificate of Insurance. The insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The insurance shall be primary insurance as respects the City. In the event that the Festival receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Festival shall immediately (within forty-eight [48] hours) provide written notification of such cancellation/termination to the City.

2.2 The Festival shall defend, indemnify, and hold the City, its officers, agents, employees, elected officials, and volunteers harmless from any claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

2.3 Neither the Festival, nor any officer, agent, or employees, shall discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state, or local law.

2.4 Security

(a) The Festival shall provide any and all security services necessary during event set up and the hours that the event is in operation sufficient to reasonably secure the area and facilities provided. If the Festival fails to provide adequate security services and the services of the Snohomish Police Department are required to ensure public safety during Festival events, the Festival shall reimburse the Snohomish Police Department for actual costs of supplies, labor or services furnished by the Snohomish Police Department for each event. In addition, the Festival shall provide professional security guards specifically assigned to monitor the beer garden. The beer garden barricade must meet all the Washington State Liquor and Cannabis Board regulations.

(b) City shall have no responsibility or liability for the provision of security services nor shall it be liable for any loss or damage incurred by the Festival or participants in this event.

2.5 Fire

The Festival shall provide fire watch for all times in and around the booths and displays open to the general public as part of this event. The Festival shall self-enforce fire watch. Copies of the *Fire and Life Safety Requirements* have been provided to the Festival.

2.6 Portable Toilets

The Festival shall provide sufficient portable toilets and be discreetly placed at appropriate locations along the parade route and at the Snohomish Carnegie Building. Portable toilets and sinks will be scheduled for pick-up within 24 hours after the event.

2.7 Utility Services

(a) Garbage Service

Garbage service shall be contracted and paid for by the Festival. All temporary containers must be removed from the Special Event area and City Hall parking lot within 48 hours after the last day of the event. Those dumpsters on private property shall be picked up in a timely manner to avoid odor and vermin complaints. The Festival shall ensure all solid waste containers are placed on property approved for such containers by the City and the property owner. The Festival shall provide immediate clean-up of any spilled containers upon notice from the City, the Festival's event staff, abutting property, or local business owners.

(b) Power/Electricity

The Festival may request use of power/electricity by connection to power utility poles. Prior to connection, the Festival must provide the City with proof of permission from PUD.

(d) Sanitary Sewer

Storm drains are to be covered with filter fabric to capture grease and debris. The City will provide filters for all storm drains and the Festival will assure that all washing occurs at washstands.

2.8 Clean Up/Promotional Sign/Material Removal

Upon the completion of the event, the Festival shall make adequate provisions for the clean-up and restoration of all sites rented or provided under the terms of this agreement including:

(a) Promotional signs /material removal

(b) Parking signs and barricades removed

(c) All solid waste and waste containers removed from site

(d) Any debris in the street resulting from each event

Following each event, a final inspection of all event areas permitted for use by the Festival shall be conducted by the Parks and Facilities Supervisor or other City designee to determine if areas are clean and returned to their original condition.

2.9 Permit Fees

The Festival shall pay to the City all permit fees for the above and shall reimburse the City for actual costs of supplies or services furnished by the City within thirty (30) days of mailing of a final bill by the City.

2.10 Signage – Permits and Approval

The Festival shall be responsible for placement of all signage for the event and any sign permit fees. Said signage shall comply with the City's sign regulations and must be approved by the City.

2.11 Police Services

The City will provide the required man-hours of Police Services for the Special Event. As a condition of event approval, the Festival will create and implement a pre-approved Special Events Security Plan, as required by the Snohomish Police Department.

2.12 Traffic Control

- (a) The Festival will provide an approved detailed traffic control plan with name of the MUTCD provider, locations and type of barricades, and number attendants. The on-site traffic control supervisor shall ensure there are traffic control personnel at each road closed crossing at the moment the sign is in place in the street until such time the sign is removed from the street or right-of-way. All traffic control devices and solid waste will be removed and roadways re-opened at the end of the event. Barricades will be staffed at all times of operation.
- (b) The Festival is authorized to control the event parking for traffic control, event staging and configuration per the plan set forth above. Where appropriate, the Festival is authorized and responsible to arrange for the towing of vehicles violating the posted Event parking restrictions. The Festival may use the tow company of their own choosing for event towing purposes. Towing company must have a current business license with the City. The Festival shall be responsible for all towing appeals. In addition to other indemnifications this agreement/permit Festival hereby agrees to indemnify, defend and hold the City harmless for all costs and damages related to Festival tows.
- (c) A twenty-foot (20) emergency access is to be maintained at all intersections. No fire hydrants are to be blocked.

2.13 Licensing/Permits

- (a) The Festival will ensure that all food booths and vendors have the necessary city, county, and state permits required for handling food or sales, including but not limited to Health District food handling permits, business license, and state UBI number. Health District shall perform operating inspection at the food vendor court. The Festival will coordinate with Department of Labor and Industries for any electrical inspections and permits.
- (b) All vendors will be required to have an active City of Snohomish endorsement on their business licenses. The Festival will also make vendors aware of the City's sales tax code 3115 for proper credit to the City for any sales tax paid to the state. Vendors without necessary permits will not be allowed to operate.

2.14 Schedule of Events

The Festival will attach a final schedule of all planned events for proper coordination of City support resources to this contract. Any events occurring that are not listed on the schedule may be closed down or removed by the City, and may be cause for denial of any future special events requests by the applicants.


3. **Sole Agreement; Amendments to Agreement.** This written agreement shall be and is the sole understanding of the parties. No prior oral or written representation shall alter the terms of this contract unless specifically incorporated by reference and attached hereto. All amendments to this contract shall be in writing signed by both parties and made prior to the date that they purport to be effective.

Dated this 10th day of July, 2023.


CITY OF SNOHOMISH

Kla Ha Ya Days Festival

By 
Linda Redmon, Mayor


By 
Erin Webster (Jul 10, 2023 10:04 PDT)
Its: President/Governing Member and
Authorized Representative
Erin Webster
Vice President

ATTEST:

By 
Brandi Whitson (Jul 10, 2023 09:58 PDT)
Brandi Whitson, City Clerk

Date: Jul 10, 2023

Approved as to form:


Emily Guildner (Jul 10, 2023 09:47 PDT)
Emily Guildner, City Attorney












2023 Kla Ha Ya Special Events Contract


Final Audit Report


2023-07-10


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|-----------------|--|
| Created: | 2023-07-07 |
| By: | Brandi Whitson (whitson@snohomishwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAQS5r2d5482TcjueqV6jdBl6i0OfYHzHz |


"2023 Kla Ha Ya Special Events Contract" History


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-  Document emailed to emilyg@trustedguidancelaw.com for signature
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 Signer klahaya@gmail.com entered name at signing as Erin Webster
2023-07-10 - 5:04:07 PM GMT

 Document e-signed by Erin Webster (klahaya@gmail.com)
Signature Date: 2023-07-10 - 5:04:09 PM GMT - Time Source: server

 Agreement completed.
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